



Terms and Conditions

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2. Secure/Remote Access. All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed. Customer will use reasonable efforts to limit any remote access to its Authorized Users through the use of secure methods of user verification. Except as specifically provided elsewhere in this Agreement, Licensee shall not knowingly or intentionally permit anyone other than Authorized Users to use the Licensed Materials. Customer will promptly notify ProQuest if Customer believes security has been compromised. Online posting of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.
3. Updates to the Service. ProQuest will announce any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer's representatives who sign up to receive updates. When such changes or modifications occur, ProQuest shall give notice of any such changes to Customer as soon as is practicable, but in no event less than thirty (30) days in advance of modification. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service.
4. Supplemental Terms. Some of the content included in the Service has conditions of use applicable solely to such content. Links to content-specific conditions are clearly displayed with the associated content and will not materially alter use of the Service. Where third-party databases and certain special content types are subject to special terms, such terms and conditions shall be clearly referenced on the Order Form.
5. Variations in Content. The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest's right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials. Licensor shall give written notice of the withdrawal to the Licensee as soon as is practicable, but in no event less than thirty (30) days in advance of withdrawal, specifying the item or items to be withdrawn.

6. Fees and Payments. Customer agrees to pay the fees for the Service as invoiced within 30 days of receipt of ProQuest's invoice. Fees are determined by OSOS and provided to ProQuest in advance of the contract or renewal start date.
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8. Term. Customer's access to a particular Service shall continue for the period contracted by OSOS, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 8 and 10-13.
9. Remedial Action. ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or Authorized User's failure to comply with this Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible. ProQuest will immediately inform the Customer of the suspension, both the specific library involved, and OSOS's designated representative.
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11. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO: MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY, TIMELINESS, CORRECTNESS, RELIABILITY, CURRENCY, OR COMPLETENESS OF THE SERVICE OR ANY INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICE, EVEN IF ASSISTED BY PROQUEST. PROQUEST SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY PROQUEST WITH THE SERVICE AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE SERVICE.
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13. Place. ProQuest's principal place of business, where this Agreement is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
14. Scope of Agreement. This Agreement is between individual participating libraries and ProQuest, and is a sub-part of the Contract between OSOS and ProQuest, and consists of the Order Form, these Terms and Conditions, and Exhibit A, and

as such, is subservient to that larger agreement (Contract). In the event of any discrepancy or divergence between this agreement and the aforesaid Contract, the terms of the Contract shall prevail. The terms of individual participating library purchase orders, if any, are for the convenience of those libraries and do not supersede any term or condition of this Agreement. For avoidance of doubt, OSOS is not a direct party to this Agreement, and does not accept responsibility for compliance by participating libraries. However, participating libraries are required to sign an "Intent to Participate" document which includes a provision in which each library agrees to abide by the terms and conditions of this Agreement.

Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
 - b) Digital and Print Copies. Customer and its Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Service (i) for its own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing;" (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipients are advised that the copies are confidential and not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Service must be retrieved directly from the on-line system for each and every print or digital copy. Customer may charge a reasonable fee to recover costs of copying or printing portions of Licensed Materials for Authorized Users.
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 - d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively. Nothing in this Agreement shall be interpreted to diminish the rights and privileges of the Customer or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under Section 107 of the U.S. Copyright Act. In the event that any content included in the Licensed Materials is in the public domain or has been issued under a Creative Commons or other open license, ProQuest shall not place access, use or other restrictions on that content beyond those found in the open license, where applicable.
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 - i. Customer may fulfill requests from other libraries, a practice commonly called Interlibrary Loan. Requests may be fulfilled using electronic, paper, or intermediated means provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to e-books, copying is limited to small portions of a book, and (iv) Customer agrees to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act.
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2. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
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4. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon), access and/or management services (e.g., Intota), the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
5. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
6. Analytics. Some Services contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. Customer and Authorized Users may create, download, store and retain any such analytics or lists delivered by the Service. ProQuest may use library holdings and other information in the Service for comparison and metrics purposes in order to better understand the Customer's needs.
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 - f) Provide access to or use of the Services by or for the benefit of any unauthorized school, library, organization, or user;
 - g) Publish, broadcast, sell, use or provide access to the Service or any materials retrieved from the Service in any manner that will infringe the copyright or other proprietary rights of ProQuest or its licensors;
 - h) Use the Service to create products or perform services which compete or interfere with those of ProQuest or its licensors;
 - i) Text mine, data mine or harvest metadata from the Service;
 - j) Communicate or redistribute materials retrieved from the Service; or
 - k) Download all or parts of the Service in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Service, in any form.